Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Houghton Technical Corporation		12/19/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	Bank of Ireland Corporate Banking, Head Office, B-2
Internal Address:	Lower Baggot Street
City:	Dublin 2
State/Country:	IRELAND
Entity Type:	Collateral Agent: IRELAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76693445	WIREDRAW

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8200

Email: trademarkdocket@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Attn.: Trademark Department

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1127793-0010

DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

TRADEMARK 900136851 REEL: 004009 FRAME: 0132 76693445

`H \$40.00

Address Line 3: Address Line 4:			
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		
Date:	06/22/2009		
Total Attachments: 6 source=Trademark Grant - Houghton Technical Corporation#page1.tif source=Trademark Grant - Houghton Technical Corporation#page2.tif source=Trademark Grant - Houghton Technical Corporation#page3.tif source=Trademark Grant - Houghton Technical Corporation#page4.tif source=Trademark Grant - Houghton Technical Corporation#page5.tif source=Trademark Grant - Houghton Technical Corporation#page6.tif			

EXECUTION COPY

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are

hereby acknowledged, Houghton Technical Corporation, a Delaware corporation (the "Grantor")

with principal offices at 300 Delaware Avenue, Suite 316, Wilmington, Delaware 19801, hereby

grants to The Governor and Company of the Bank of Ireland, as Collateral Agent, with principal

offices at Bank of Ireland Corporate Banking, Head Office, B-2, Lower Baggot Street, Dublin 2,

Republic of Ireland (the "Grantee"), a continuing security interest in (i) all of the Grantor's right,

title and interest in, to and under to the United States trademark, trademark registration and

trademark application (the "Mark") set forth on Schedule A attached hereto, (ii) all Proceeds (as

such term is defined in the Guaranty and Collateral Agreement referred to below) and products

of the Mark, (iii) the goodwill of the businesses with which the Mark is associated and (iv) all

causes of action arising prior to or after the date hereof for infringement of any of the Mark or

unfair competition regarding the same; it being understood that with respect to United States

intent-to-use trademark applications included in the Trademark, the grant of the security interest

hereunder shall not apply until and unless a statement of use or an amendment to allege use has

been filed and accepted by the United States Patent and Trademark Office.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations

of the Grantor, as such term is defined in the Guaranty and Collateral Agreement among the

Grantor, the other assignors from time to time party thereto and the Grantee, dated as of

December 19, 2007 (as amended, modified, restated and/or supplemented from time to time, the

"Guaranty and Collateral Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee

under the Guaranty and Collateral Agreement. The rights and remedies of the parties hereto with

respect to the security interest granted herein are as set forth in the Guaranty and Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral

Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

NEWYORK 7146939 (2K)

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18 day of May, 2009.

HOUGHTON TECHNICAL CORPORATION, Grantor

Name: David Hays

Title: Officer

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,

as Collateral Agent and Grantee

By	 	
~ ~		

Name:

Title:

By____

Name:

Title:

IN WITNESS WHEREOF, the undersigned 2009.	have executed this Grant as of the day of May,
2007.	HOUGHTON TECHNICAL CORPORATION, Grantor
	By Name: Title:
	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as Collateral Agent and Grantee By Collateral Agent and Grantee Name: Louise of Company Name: Louise of Company Title: Specific Buck Name: Collateral A Bank Title: Specific Buck Name: Collateral A Bank

STATE OF	PA		
COUNTY O	F Montgom	rery)	SS.:

On this $18^{\frac{1}{2}}$ day of 109, 109, before me personally came 100 100 100 100 100who, being by me duly sworn, did state as follows: that [s]he is OFFICER of HOUGHTON TECHNICAL CORPORATION, that [s]he is authorized to execute the foregoing Grant on behalf of said Corporation and that [s]he did so by authority of the Board of Directors of said Corporation

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL ELIZABETH A. CLARKE, Notary Public Lower Providence Twp., Montgomery County My Commission Expires September 3, 2012

STATE OF CONNECTICUT)

) ss: Stamford
COUNTY OF FAIRFIELD
)

On this 17th day of June, 2009, before me personally came Edward A. Boyle, and Louise O'Connor who, being by me duly sworn, did state as follows: that they are the Senior Vice President and Vice President, respectively, of The Governor and Company of the Bank of Ireland, that they are authorized to execute the foregoing Grant on behalf of said The Governor and Company of the Bank of Ireland and that they did so by authority of the Board of Directors of said The Governor and Company of the Bank of Ireland.

2 10 0.2.J

SHARON BUDDS NOTARY PUBLIC My Commission Expires 06/30/2014

MARK	SERIAL NO.	REG. DATE
WIREDRAW	76/693,445	Not yet registered.

NEWYORK 7146939 (2K)

RECORDED: 06/22/2009